2014 BRUCEPORT PARK
MAINTENANCE AND OPERATION CONTRACT

THIS CONTRACT, made and entered into this day between Herbert Frank, hereinafter called the CONTRACTOR, and the County of Pacific, a municipal corporation of the State of Washington, hereafter called the COUNTY.

WITNESSETH: WHEREAS, the COUNTY desires to have certain park maintenance and operation services performed and the CONTRACTOR has the necessary skills and capabilities and experience to perform said park maintenance and operation services, as set forth below;

NOW, THEREFORE, in consideration of the terms, conditions and performance contained herein, the parties hereto agree as follows:

1. The park maintenance and operation site shall be **BRUCEPORT PARK**.

2. The CONTRACTOR shall have the park available for use daily by the general public for use between 6:00 A.M. and 10:00 P.M. from April 1, 2014 through November 30, 2014.

3. The CONTRACTOR will provide the park user reasonable security from injury to themselves or damage to their possessions; and furthermore, the fee paying user will be provided entrance to the exit from the park during hours of closure to the general public.

4. The park fees shall be as established or revised by resolution of the Board of Pacific County Commissioners (presently Resolution No. 2004-023, adopted March 23, 2004). The CONTRACTOR shall collect fees and applicable taxes. Said fees collected by the CONTRACTOR shall be retained by the CONTRACTOR and shall constitute partial payment to the CONTRACTOR for services provided. CONTRACTOR further understands and agrees to forward the taxes collected to the appropriate parties at the appropriate times.

   Agreements for long-term use of the facilities in excess of three (3) weeks shall require prior approval of the COUNTY.

5. The fiscal records of such collections and disbursements will be kept by the CONTRACTOR, and reported monthly on the attached form (Attachment A) to the Operations Manager. A numbered receipting system will be provided by the CONTRACTOR and used to receipt all camping fees. This system shall consist of a three-part receipt with the original copy to the customer, the second copy is to accompany the monthly report sent to the COUNTY, and the third copy to be retained by the CONTRACTOR.

6. In addition to the fees collected (referenced in paragraph four above) the COUNTY will also provide a space at the park residence site for the location of a recreation vehicle, and the COUNTY will provide electrical power, water, sewerage, garbage disposal services and basic telephone service to the site. The CONTRACTOR will reimburse the COUNTY for all phone charges, with the exception of the telephone installation and the monthly telephone charge, deemed to be used for the CONTRACTOR'S private use upon receiving a copy of the bill showing the itemization for those charges. The CONTRACTOR will have the option to keep the recreation vehicle on the park residence site during the seasonal closure of the park and will reimburse the COUNTY for all utilities used during this period. The COUNTY will pay a hosting fee of $1,800.00 (one thousand eight hundred dollars) for the contract period to the CONTRACTOR in five payments. The first payment in the amount of $900 (nine hundred dollars) will be paid within two weeks of the contract commencement date. There will be four additional $225.00 (two hundred twenty five dollar) installments paid for the months of June, July, August and September. The equipment rental fee (see paragraph nine) will be deducted from the hosting fee for a net payment.

   No structures shall be erected on the premises, and no residences will be permitted without prior approval of the COUNTY.

   The CONTRACTOR shall bear all costs associated with placement and/or removal of CONTRACTOR'S facility.

7. The COUNTY will retain use of the campsites at the southwesterly end of the park (known as campsites G-01 and G-02), also the area across the park road from the referenced campsites where the storage building currently exists, and that easterly portion of the park located between State Route 101 and the referenced campsites for use by the Pacific County Health and Human Services Youth Adventures Program.

8. The CONTRACTOR shall provide the proper janitorial/custodial service for the park restrooms.

9. The CONTRACTOR shall provide all general maintenance of the park grounds, equipment and facilities to include, but not limited, to mowing, weeding and litter pickup, all to be completed with equipment rented from the COUNTY (riding lawn mower, weed eater, blower). The equipment rental fee will be $900.00 (nine hundred dollars) for the duration of the contract and will include all operating and maintenance costs. This equipment rental fee will be deducted from the hosting fee (SEE paragraph six) in the amount of $225.00 (two hundred twenty five dollars) during the months of June, July, August and September.

10. The COUNTY reserves the right to determine whether or not repairs and maintenance shall be performed and the right to schedule such repairs and maintenance. Maintenance by the COUNTY will be performed at the convenience of the COUNTY, and the COUNTY shall not be held liable for any losses of any nature by the CONTRACTOR or other affected parties.

11. The CONTRACTOR will provide reasonable watchman security services during the period when the park is not open to the general public for overnight use.

12. The COUNTY agrees to provide all necessary operating supplies for the restrooms, supplied at COUNTY'S sole cost and expense.

13. Electric power, water, sewerage, garbage disposal services shall be provided by the COUNTY for park operations. No other utility services shall be provided.

14. The parties mutually understand and agree that the COUNTY shall make no deductions on account of taxes and the CONTRACTOR further understands and agrees that the responsibility for payment of taxes remains with the CONTRACTOR. It is further understood that the CONTRACTOR is not entitled to medical insurance, retirement benefits, workers compensation or any other incidents of employment from the COUNTY because no employee/employer relationship exists.

15. This contract shall commence on April 1st, 2014 and terminate December 31st, 2014. Either party shall have the right of cancellation, or termination of this contract with or without reason, by serving notice on the other party by certified mail, of such intent to cancel or terminate this entire contract at least (30) days prior to any such proposed cancellation or termination date; such cancellation or termination to be without recourse except for any sums owing to either party at the end of cancellation or termination. The CONTRACTOR shall be solely responsible for removing all their personal property from the park grounds within thirty (30) days of the notification of cancellation or termination of this contract. If said personal property has not been removed within the time specified, the COUNTY shall have said property removed and the CONTRACTOR shall be solely responsible for bearing all costs involved.

    Should criminal charges be filed in a jurisdictional court, against the CONTRACTOR, this contract may be terminated, and all personal property of the CONTRACTOR must be removed, within three (3) days.

16. It is mutually understood and agreed between the parties hereto that this contract does not create an employer/employee relationship and that the COUNTY assumes no liability to the independent CONTRACTOR and that in all of the activities pursuant to this agreement, Herbert Frank is and shall be an independent CONTRACTOR under the laws of the State of Washington.

17. The CONTRACTOR shall not subcontract any part of the work to be performed under this contract or assign this contract without the specific written consent of the COUNTY.

18. The CONTRACTOR shall not allow property owned by the COUNTY to be removed from premises.

19. LIABILITY

(a) Proof of Insurance: The CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of $1,000,000 or greater per occurrence and $2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

(b) Indemnification: In accepting this Agreement, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

(c) Assumption of Risk: The placement and storage of personal property on said premises shall be the responsibility, and at the sole risk, of the CONTRACTOR.

(d) Adjustment of Claims: The CONTRACTOR shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the CONTRACTOR under this agreement. The CONTRACTOR agrees that all such claims, whether processed by the CONTRACTOR or CONTRACTOR'S insurer, either directly or by means of an agent, will be handled by one key person.

DATED THIS 20 DAY OF Feb, 2014

INDEPENDENT CONTRACTOR

Herbert Frank 2/20/14

Herbert Frank Date

State of Washington Unified Business ID Number

[redacted]

BOARD OF COMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chair

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board

ATTACHMENT "A"

MONTHLY REVENUE-EXPENDITURE REPORT
FOR THE MONTH OF _____,2014

Receipt Numbers _____through _____

Amount Collected $ _____ (Total of Receipts)

Expenses : _____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

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TOTAL ALL EXPENSES . . . . . $ _____

Park Name : _____

Signature : _____ Date : _____